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Attorneys for Richard A. Marshack, Chapter 7 Trustee

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**SANTA ANA DIVISION**

In re:

KRISTINA LYNN SMITH,

Debtor.

Chapter 7

Case No. 8:24-bk-12527-SC

**STIPULATION BETWEEN ESTATE,  
DEBTOR AND JEFFREY ADAMS GOMEZ  
RE: COOPERATION WITH TRUSTEE  
DURING MARKETING AND SALE OF  
REAL PROPERTY LOCATED AT 27591  
KATHY COURT, LAGUNA NIGUEL,  
CALIFORNIA**

[No Hearing Needed]

Honorable Scott C. Clarkson  
Dept. 5C

**TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY  
JUDGE, AND ALL INTERESTED PARTIES:**

This Stipulation re Cooperation with Trustee During Marketing and Sale of Real Property Located at 27591 Kathy Court, Laguna Niguel, California (“Stipulation”) is entered into between Richard A. Marshack, the duly appointed Chapter 7 Trustee (“Trustee”) for the bankruptcy estate (“Estate”) of Kristina Lynn Smith (“Debtor”), the Debtor, and Jeffrey Adams Gomez (“Gomez”) (collectively referred to herein as the “Parties”), upon the following terms and conditions:

**I. RECITALS**

A. On October 3, 2024, Debtor filed a voluntary petition for relief under Chapter 7 of the

1 Bankruptcy Code.

2 B. Also on October 3, 2024, Richard A. Marshack was appointed Chapter 7 trustee for the  
3 Debtor's bankruptcy estate.

4 C. Among the property of the Estate is the Debtor's interest in the residential real property  
5 located at 27591 Kathy Court, Laguna Niguel California ("Property"), in which Debtor resides.

6 D. On her Schedule A, Debtor listed the value of the Property at \$1,924,800, but the fair  
7 market value is \$2,000,000.

8 E. The Property, as it stands today, is in immediate need of upkeep to preserve and  
9 maximize the value of the Property.

10 F. The Parties have entered into this Stipulation to provide for the marketing and sale of  
11 the Property, and for the terms and conditions of maintenance of the Property until such time as the  
12 Property is sold.

13 G. Trustee will require the cooperation of both Debtor and Gomez to preserve the  
14 Property's value by, among other things, ensuring that the premises of the Property are cleared of  
15 personal property, which will allow for appropriate marketing of the Property.

16 H. Therefore, this stipulation is necessary to preserve and maximize the value of the  
17 Property while it is in the process of being marketed and sold.

18 **II. STIPULATION**

19 **NOW THEREFORE** the Parties stipulate and agree to the following terms, subject to  
20 Bankruptcy Court approval:

21 1. The Trustee is entitled to turnover and possession of the Property pursuant to Section  
22 542(a) of the Bankruptcy Code.

23 2. Debtor and Gomez agree to cooperate with and assist Trustee on removal of personal  
24 property from the premises of the Property, as well as with undertaking any maintenance of the  
25 Property for purposes of preserving the value of the Property.

26 3. Gomez is authorized to incur necessary costs of repair and maintenance on the  
27 Property, subject to prior Trustee approval, not to exceed a *total* of \$15,000, with such authorized  
28 expenses to be reimbursed from proceeds of the sale of the Property.

1           4.       Gomez shall not contact Debtor directly related to the cleanup, maintenance or sale of  
2 the Property, and all communications will go through the Trustee and his professionals.

3           5.       Debtor will cooperate with the Trustee and his professionals and work with him to  
4 obtain a storage unit, junk removal, light packing company and a mover. Gomez, through the  
5 Trustee and his professionals, will advance up to \$4,000.00 to cover these costs. These funds will  
6 not go to the Debtor, but directly to the Trustee, his professionals, or directly to the vendor for these  
7 services.

8           6.       Debtor will be required to find and open an account, or enter a contract, directly with  
9 the storage unit of her choice. Gomez, through the Trustee and his professionals, will only pay for  
10 the first two months of the storage unit cost, subject to the limitation set forth in paragraph 5 above.

11          7.       The Debtor is required to be fully moved out of the Property no later than noon on  
12 Monday September 1, 2025. Any items remaining on the Property after noon on September 1,  
13 2025, are deemed abandoned by the Debtor, and can be discarded at Trustee's discretion.

14          8.       Neither Gomez, or any one hired by Gomez to do maintenance to the Property, shall  
15 be allowed to enter the Property, prior to noon on September 1, 2025, and then only with the  
16 express permission of the Trustee and or his professionals.

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9. This stipulation is without prejudice to the Trustee seeking use of additional funds,  
after notice to all parties to this stipulation, for the maintenance and/or improvement of the Property.

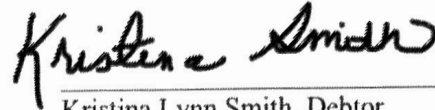
**IT IS SO STIPULATED.**

Dated: 8/15/25, 2025



Richard A. Marshack, Chapter 7 Trustee for the  
Bankruptcy Estate of Kristina Lynn Smith

Dated: 8/20, 2025



Kristina Lynn Smith, Debtor

Dated: \_\_\_\_\_, 2025

Jeffrey Adams Gomez, Creditor

**Approved As To Substance and Form:**

Dated: Aug 20, 2025

OAKTREE LAW

By: \_\_\_\_\_

Julie J. Villalobos

Attorneys for Kristina Lynn Smith, Debtor

NEXUS BANKRUPTCY

Dated: \_\_\_\_\_, 2025

By: \_\_\_\_\_

Benjamin Heston

Attorneys for Jeffrey Adams Gomez,  
Creditor

Dated: August, 2025

DINSMORE & SHOHL LLP

By: \_\_\_\_\_

Yosina M. Lissebeck

Attorneys for Chapter 7 Trustee

9. This stipulation is without prejudice to the Trustee seeking use of additional funds,  
after notice to all parties to this stipulation, for the maintenance and/or improvement of the Property.

**IT IS SO STIPULATED.**

Dated: \_\_\_\_\_, 2025

Richard A. Marshack, Chapter 7 Trustee for the  
Bankruptcy Estate of Kristina Lynn Smith

Dated: \_\_\_\_\_, 2025

Kristina Lynn Smith, Debtor

Dated: August 20, 2025

  
Jeffrey Adams Gomez, Creditor

**Approved As To Substance and Form:**


Dated: \_\_\_\_\_, 2025

OAKTREE LAW

By: \_\_\_\_\_  
Julie J. Villalobos  
Attorneys for Kristina Lynn Smith, Debtor

NEXUS BANKRUPTCY

Dated: August 20 2025

By:   
Benjamin Heston  
Attorneys for Jeffrey Adams Gomez,  
Creditor

Dated: August 20, 2025

DINSMORE & SHOHL LLP

By: /s/ Yosina M. Lissebeck  
Yosina M. Lissebeck  
Attorneys for Chapter 7 Trustee

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 655 W. Broadway, Suite 800, San Diego, California 92101

A true and correct copy of the foregoing document: **STIPULATION BETWEEN ESTATE, DEBTOR AND JEFFREY ADAMS GOMEZ RE: COOPERATION WITH TRUSTEE DURING MARKETING AND SALE OF REAL PROPERTY LOCATED AT 27591 KATHY COURT, LAGUNA NIGUEL, CALIFORNIA** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On August 20, 2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On August 20, 2025, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**JUDGE'S COPY**

The Honorable Scott C. Clarkson  
United States Bankruptcy Court  
Central District of California  
Ronald Reagan Federal Building and Courthouse  
411 West Fourth Street, Suite 5130 / Courtroom 5C  
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on August 20, 2025, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 20, 2025  
Date

Caron Burke  
Printed Name

/s/ Caron Burke  
Signature

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):**

David Coats on behalf of Creditor Wells Fargo Bank, N.A.  
[dacoats@raslg.com](mailto:dacoats@raslg.com)

Benjamin Heston on behalf of Creditor Jeffrey Adams Gomez  
[bhestonecf@gmail.com](mailto:bhestonecf@gmail.com), [benheston@recap.email](mailto:benheston@recap.email), [NexusBankruptcy@jubileebk.net](mailto:NexusBankruptcy@jubileebk.net)

Richard G. Heston on behalf of Creditor Richard G Heston  
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Matthew J Stockl on behalf of Trustee Richard A Marshack (TR)  
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United States Trustee (SA)  
[ustpreion16.sa.ecf@usdoj.gov](mailto:ustpreion16.sa.ecf@usdoj.gov)

Julie J Villalobos on behalf of Debtor Kristina Lynn Smith  
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Jennifer C Wong on behalf of Interested Party Courtesy NEF  
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